



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

BOARD OF SUPERVISORS

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

**Don Knabe**  
Fourth District

**Michael D. Antonovich**  
Fifth District

December 30, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**THREE HIV/AIDS FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN  
AND LATINO COMMUNITIES OF FAITH SERVICES AGREEMENTS  
(All Districts) (3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Approve and instruct the Director of Health Services, or his designee, to sign three agreements for HIV/AIDS Faith-Based Prevention Initiative for services to be provided by African-American and Latino faith-based organizations, substantially similar to Exhibit I, with the HIV/AIDS service providers identified in Attachment A, to provide HIV/AIDS faith-based prevention initiative services in African-American and Latino communities, for a total County maximum obligation of \$925,000, 100% offset by federal Centers for Disease Control and Prevention (CDC) funds, for the period date of Board approval through December 31, 2004, with provisions for a twelve-month automatic renewal period through December 31, 2005, subject to the availability of federal funding.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

In approving this action, the Board is authorizing the Director of Health Services, or his designee, to sign agreements with BaumanCurry & Company, Palms Residential Care Facility, and The Wall - Las Memorias, to provide HIV/AIDS faith-based prevention initiative services for African-American and Latino communities.

In Los Angeles County, the HIV/AIDS epidemic disproportionately impacts communities of color. African-Americans consistently have the highest AIDS case rates whereas Latinos represent the largest absolute number of new AIDS cases. The studies also suggest that African-Americans and Latinos obtain HIV testing and receive AIDS diagnosis later in the disease progression on average than do Caucasians, Asians and Pacific Islanders.

The Los Angeles County HIV Prevention Planning Committee (PPC) in conjunction with the Department of Health Services (DHS) has identified African-Americans and Latinos at particular risk for unidentified HIV infection. Further, the PPC and DHS recognize that institutions and communities of faith are very

important sources of trusted information and mediators of behavior for many populations and is particularly significant within some racial and ethnic minority communities.

FISCAL IMPACT/FINANCING:

The County maximum obligation of \$925,000 for the term of the agreements is 100% offset by CDC funds and includes \$300,000 for BaumanCurry & Company, \$312,500 for Palms Residential Care Facility, and \$312,500 for The Wall - Las Memorias. Funding is included in the 2003-04 Adopted Budget and will be requested in future fiscal years.

Payments under the agreements will be on a cost reimbursement basis.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Since February 1983, the County has accepted funding from CDC to enhance HIV/AIDS prevention activities. For a number of years, the Board has approved agreements and amendments with community-based agencies to implement HIV/AIDS prevention activities.

On October 3, 2000, the Board approved new agreements with Bienestar and West Angeles Church for the provision of HIV/AIDS Prevention Among African-Americans and Latinos Through Institutions and Communities of Faith services. These agreements were funded as demonstration projects and ended on June 30, 2002, with the identification of existing faith-based activities/ministries that could provide vehicles through which to conduct HIV/AIDS prevention activities and an assessment of the willingness of faith-based organizations to implement HIV/AIDS related prevention activities.

Under the recommended agreements, the following three contractors will provide faith-based prevention services: BaumanCurry & Company will provide services to African-American and Latino faith leaders and communities of faith in service planning areas (SPAs) 1 through 8; Palms Residential Care Facility will provide services to the African-American faith leaders and communities of faith in SPAs 6 and 8; and The Wall - Las Memorias will serve the Latino faith leaders and communities of faith in SPAs 2, 3, 4, 7 and 8. The term of the agreements will be date of Board approval through December 31, 2005.

Attachment A provides additional information.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS:

On February 28, 2003, DHS released RFP #2003-001, Faith-Based HIV/AIDS Prevention Initiative in Los Angeles County, with a March 31, 2003 submission deadline. A total of six proposals were received in response to this solicitation as follows:

Category 1A- African American - three proposals received; one recommended for funding: Palms Residential Care Facility

Category 1B- Latino - two proposals received; one recommended for funding: The Wall - Las Memorias.

Category 2 - Leadership - one proposal received; one recommended for funding: BaumanCurry & Company.

The Honorable Board of Supervisors  
December 30, 2003  
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IMPACT ON CURRENT SERVICES (OR PROJECT):

Approval of these agreements will allow the contractors to empower and mobilize communities of faith to address HIV/AIDS in their communities. Contractors will update and/or create faith-based resource HIV/AIDS directories and link with various community-based organizations for HIV testing and other prevention services.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Thomas L. Garthwaite", is written over the printed name.

Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:jr

Attachments (2)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

CD2362.jr.wpd

## SUMMARY OF AGREEMENTS

1. TYPE OF SERVICE:

HIV/AIDS Faith-Based Prevention Services

2. AGENCY NAME AND CONTACT PERSON:

BaumanCurry & Company  
5724 West 3<sup>rd</sup> Street, Suite 512  
Los Angeles, California 90036  
Attention: Janet Curry Ellis, CEO/President  
Telephone: (323) 525-0559  
Facsimile (Fax): (323) 525-1877

Palms Residential Care Facility  
8480 South Figueroa Street  
Los Angeles, California 90003  
Attention: Kevin Pickett, Executive Director  
Telephone: (323) 751-3330  
Facsimile (Fax): (323) 751-2476

The Wall - Las Memorias  
111 North Avenue 56  
Los Angeles, California 90042  
Attention: Richard Zaldivar, Executive Director  
Telephone: (323) 257-1056  
Facsimile (Fax): (323) 257-1625

3. TERM:

Date of Board Approval through December 31, 2004. Subject to the availability of funding sources, the agreements shall be automatically renewed for one successive twelve-month period effective January 1, 2005 through December 31, 2005.

4. FINANCIAL INFORMATION:

	*DOBA- 12/31/04	1/1/05- 12/31/05	Totals
Maximum County Obligation:	\$475,000	\$450,000	\$925,000
CDC funds:	(475,000)	(450,000)	(925,000)
Net County Cost:	\$ - 0 -	\$ - 0 -	\$ - 0 -

\*Date of Board Approval

Agency	Allocation			Service Planning Area	Target Population
	Term 1	Term 2	Totals		
BaumanCurry & Company	\$150,000	\$150,000	\$300,000	SPAs 1 through 8	African-American and Latino Faith Leaders and communities of faith
Palms Residential Care Facility	\$162,500	\$150,000	\$312,500	SPAs 6 and 8	African-American Faith Leaders and communities of faith
The Wall - Las Memorias	\$162,500	\$150,000	\$312,500	SPAs 2, 3, 4, 7, and 8	Latino Faith Leaders and communities of faith
Total	\$475,000	\$450,000	\$925,000		

5. GEOGRAPHIC AREA TO BE SERVED:

Supervisory Districts: All Districts  
Service Planning Areas (SPA): 1 through 8.



6 ACCOUNTABLE FOR MONITORING AND EVALUATION:

Charles L. Henry, Director, Office of AIDS Programs and Policy

7. APPROVALS:

Office of AIDS Programs and Policy: Charles L. Henry, Director

Public Health Programs and Services: John F. Schunhoff, Ph.D., Chief of Operations

Contracts and Grants Division: Diana Sayler, Interim Chief

County Counsel (approval as to form): Kelly M. Auerbach Hassel, Deputy County Counsel

EXHIBIT I

Contract No. \_\_\_\_\_

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
FAITH-BASED PREVENTION INITIATIVE FOR  
AFRICAN-AMERICAN AND LATINO COMMUNITIES OF FAITH  
SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2003,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

PALMS RESIDENTIAL CARE  
FACILITY (hereafter  
"Contractor").

WHEREAS, California Health and Safety Code Section 101025  
places upon County's Board of Supervisors the duty to preserve  
and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000  
requires County's Board of Supervisors to appoint a County Health  
Officer, who is also the Director of County's Department of  
Health Services, to prevent the spread or occurrence of  
contagious, infectious, or communicable diseases within the  
jurisdiction of County; and

WHEREAS, County has established Office of AIDS Programs and  
Policy (hereafter "OAPP") under the administrative direction of  
County's Department of Health Services (hereafter "DHS"); and

WHEREAS, County's OAPP is responsible for County's AIDS  
programs and services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DHS or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County has been awarded grant funds from the Centers for Disease Control and Prevention (hereafter "CDC") to establish an AIDS Project(hereafter "Project"); and

WHEREAS, as a recipient of State and/or CDC funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care.

WHEREAS, as a recipient of State and/or CDC funds, where there is a Service Provider Network (SPN) in the SPA in which Contractor provides services, Contractor's active participation in the SPN planning and coordination activities is expected and required.

WHEREAS, as a recipient of State and/or CDC funds, Contractor must implement a "consumer advisory committee" with regular meetings and consumer membership as a mechanism for continuously assessing client need and adequacy of Contractor's services, and to obtain client feedback.

WHEREAS, as a recipient of State and/or CDC funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the Ryan White CARE Act service delivery system, including, but not limited to, substance abuse, mental health, primary health care and social services organizations.

WHEREAS, as a recipient of State and/or CDC funds, Contractor's referrals to and from organizations must be noted and tracked in the OAPP service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to abide by the requirements of the funding source and all regulations issued pursuant thereto; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN AND LATINO COMMUNITIES OF FAITH services for compensation, as set forth herein; and

NOW, THEREFORE, the parties hereto agree as follows:

A. TERM: The term of this Agreement shall commence on Date

of Board Approval and shall continue in full force and effect through December 31, 2004. This Agreement shall thereafter be automatically renewed for one (1) successive twelve (12) month periods effective January 1, 2005 through December 31, 2005, subject the availability of federal, State, or County funding sources. If such funding sources are not forthcoming, this Agreement shall terminate December 31, 2004. This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days' advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

Director may also suspend the performance of services hereunder, in whole or in part, effective upon Contractor's receipt of County's written notice. County's notice shall set forth the reasons for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's fiscal years (July 1 - June 30) unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each fiscal year. If County's Board of Supervisors fails to appropriate funds for any fiscal year, this Agreement shall be deemed to have terminated June 30th

of the prior fiscal year. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directives by or on behalf of County issued pursuant hereto shall constitute a material breach hereto and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

In the event of termination or suspension of this Agreement, Contractor shall:

A. If clients/patients are treated hereunder, make immediate and appropriate plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

B. Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient

admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.

C. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

D. Provide to County's OAPP within forty-five (45) calendar days after such termination date, an annual cost report as set forth in the ANNUAL COST REPORT Paragraph, hereunder.

2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit A, A-1, and A-2, attached hereto and incorporated herein by reference.

3. MAXIMUM OBLIGATION OF COUNTY:

E. During the period Date of Board Approval through December 31, 2004, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Sixty-Two Thousand, Five Hundred Dollars (\$162,500). Such maximum obligation is comprised entirely of CDC funds. This sum represents the total maximum obligation of County as shown in Schedule 1, attached hereto and incorporated herein by reference.

B. During the period January 1, 2005 through December

31, 2005, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fifty Thousand Dollars (\$150,000). Such maximum obligation is comprised entirely of CDC funds. This sum represents the total maximum obligation of County as shown in Schedule 2, attached hereto and incorporated herein by reference.

4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. If sufficient monies are available from Federal, State, or County funding sources, and upon Director's or his authorized designee's specific written approval, County may require additional services and pass on to Contractor an increase to the applicable County maximum obligation as payment for such services, as determined by County. For the purposes of this provision, Director's authorized designee shall be the Chief of Operations, Public Health. If monies are reduced by Federal, State, or County funding sources, County may also decrease the applicable County maximum obligation as determined by County. Such funding changes will not be retroactive, but will apply to future services following the provision of written notice from Director to Contractor. If such increase or decrease does not exceed fifteen percent (15%) of the applicable County maximum obligation, Director may approve such funding changes. Director shall provide prior written notice of such funding



changes to Contractor and to County's Chief Administrative Officer. If the increase or decrease exceeds fifteen percent (15%) of the applicable County maximum obligation, approval by County's Board of Supervisors shall be required. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.

If County determines from reviewing Contractor's records of service delivery and billings to County, that a significant underutilization of funds provided under this Agreement will occur over its term, Director or County's

Board of Supervisors may reduce the applicable County maximum obligation for services provided hereunder and reallocate such funds to other providers. Director may reallocate a maximum of twenty-five percent (25%) of the applicable County maximum obligation or One Hundred Thousand Dollars (\$100,000), whichever is greater. Director shall provide written notice of such reallocation to Contractor and to County's Chief Administrative Officer. Reallocation of funds in excess of the aforementioned amounts shall be approved by County's Board of Supervisors. Any such change in any County maximum obligation shall be effected by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

C. Funds received under the CARE Act will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

(1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;

(2) Any entity that provides health services on a prepaid basis.

5. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS"

The terms and conditions therein contained are part of this Agreement.

6. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, and 2, and the PAYMENT Paragraph of this Agreement.

7. CONFLICT OF TERMS: To the extent there exists any conflict between the language of this Agreement and that of any of the exhibit(s) and schedule(s) attached hereto, the language in this Agreement shall govern and prevail, and the remaining exhibit(s) and schedule(s) shall govern and prevail in the following order:

Exhibits A, A-1, and A-2

Schedules 1, and 2

Exhibits B and C

8. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this agreement shall not constitute a waiver of County's right to recover such payment from Contractor.

This provision shall survive the expiration or other termination of this Agreement.

9. ALTERATION OF TERMS: This Agreement, together with the exhibit(s) and schedule(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance

or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Office of AIDS Programs and Policy, Financial Services Division, 600 South Commonwealth Avenue, Sixth Floor, Los Angeles, California 90005, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to

County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or

property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

12. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 Million
Products/Completed Operations	
Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 Million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:  
Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible.



In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million
Disease - Each Employee:	\$1 Million

D. Professional Liability Insurance: Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Agreement.

13. CONTRACTOR'S OFFICES: Contractor's primary business offices are located at 8480 South Figueroa, Los Angeles, California 90003. Contractor's primary business telephone number is (323) 751-3330 and facsimile/FAX number is (323) 751-2476. Contractor shall notify in writing County's OAPP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's OAPP Director, in

writing detailing such changes at least thirty (30) days prior to the effective date thereof.

14. NOTICES: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County: 1. Department of Health Services  
Public Health  
313 North Figueroa Street  
8th Floor  
Los Angeles, California 90012

Attention: Chief of Operations

2. Department of Health Services  
Office of AIDS Programs and Policy  
600 South Commonwealth Avenue  
6th Floor  
Los Angeles, California 90005

Attention: Director

3. Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street  
6th Floor East  
Los Angeles, California 90012

Attention: Division Chief

To Contractor: Palms Residential Facility  
8480 South Figueroa  
Los Angeles, California 90003

Attention: Kevin L. Pickett, Executive Director

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

PALMS RESIDENTIAL CARE FACILITY

Contractor

By Kevin L. Pickett  
Signature  
Kevin L. Pickett  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
LLOYD W. PELLMAN  
County Counsel

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Acting Chief, Contracts  
and Grants Division

EXHIBIT A

PALMS RESIDENTIAL CARE FACILITY  
(Free-n-One and REACH Program)

HUMAN IMMUNODEFICIENCY VIRUS (HIV)  
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)  
FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN  
AND LATINO COMMUNITIES OF FAITH

1. DEFINITION: HIV/AIDS Prevention Among African-Americans and Latinos Through Communities of Faith (Faith-Based) serve to empower and mobilize religious institutions and communities of faith to improve our response against HIV/AIDS in the African-American and Latino communities. Programs include comprehensive services that: maintain and update existing directories of HIV/AIDS ministries available throughout Los Angeles County, establishing relationships with existing faith-based leaders and influential members from faith-based organizations and establishing relationships with newly recruited faith-based leaders and influential members of faith-based organizations, and provide technical assistance in linking faith-based organizations to capacity building support services designed to facilitate, develop, implement and sustain faith-based HIV/AIDS prevention activities. The delivery format of such programs may include, but not be limited to: contributing to ongoing efforts to update the Pastor's Guidebook developed for African-American churches or development of similar guidebook to be used for Latino churches; providing technical assistance and capacity building to new and ongoing participants, conducting community-wide outreach events and training's; sponsoring Faith-Based breakfasts' to facilitate

networking and collaboration; facilitating HIV Counseling and Testing opportunities; developing a symposium on theological methods to faith based HIV/AIDS prevention and treatment; and production and distribution of newsletters.

2. PERSONS TO BE SERVED: HIV/AIDS Faith-Based Prevention Services shall be provided to African-American Faith Leaders and Communities of Faith who reside in Service Planning Areas 6 and 8 of Los Angeles County.

3. SERVICE DELIVERY SITE(S): Contractor's facility where services are to be provided hereunder is located at: 801 West 90<sup>th</sup> Street, Los Angeles, CA 90044. Services will also be conducted at various churches, parishes, and other venues where the target population gathers.

Contractor shall request approval from Office of AIDS Programs and Policy (OAPP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

4. COUNTY'S MAXIMUM OBLIGATION: During the period of Date of Board Approval through December 31, 2005, that portion of County's maximum obligation which is allocated under this Exhibit for HIV/AIDS Faith-Based Prevention Services shall not exceed Three Hundred Twelve Thousand, Five Hundred Dollars (\$312,500).

5. COMPENSATION: County agrees to compensate Contractor for performing services hereunder actual reimbursable net cost as set forth in Schedules 1 and 2.

6. SERVICES TO BE PROVIDED: Contractor shall provide HIV/AIDS Faith-Based Prevention Services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Agreement. Additionally, Contractor shall provide such services as described in Exhibits A-1 and A-2, Scopes of Work, attached hereto and incorporated herein by reference. Contractor shall not use funds to support any inherently religious activities such as worship, religious instruction, or proselytization.

7. ADDITIONAL SERVICE REQUIREMENTS:

A. Contractor shall obtain written approval from OAPP's Director for all educational materials utilized in association with this Agreement prior to its implementation.

B. Contractor shall comply with the Interim Revision of Requirements for Content of AIDS-related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in Centers for Disease Control Assistance Programs, attached hereto and incorporated herein by reference in Exhibit B.

C. Contractor shall submit for approval such educational materials to OAPP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, educational materials may include, but not limited to, written materials (e.g., curricula, pamphlets, brochures,

fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).

D. Failure of Contractor to abide by this requirement may result in the suspension of this Agreement at the Director's sole discretion.

E. Contractor shall utilize funds received from County for the sole purpose of providing Faith-Based Prevention Services.

F. Contractor shall maintain separate financial accounts of funds received from County.

G. Contractor shall not utilize funds received from County for the purpose of any and all activities associated with needle exchange, including but not limited to, purchasing and exchanging of needles.

H. Contractor shall ensure that all staff supported by County funds are not engaged in any and all needle exchange activities.

I. Contractor shall be responsible for reimbursing County for all funds expended on any and all activities associated with needle exchange.

J. Any breach of these provisions shall result in the immediate termination of agreement.

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8. STAFFING REQUIREMENTS:

A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this agreement, staff shall be defined as paid and volunteer individuals providing services as described in Exhibits A-1 and A-2, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain recruitment records, to include, but, not limited to: 1) job description of all positions funded under this agreement; 2) staff résumé(s); and 3) biographical sketch(es) as appropriate.

In accordance with the ADDITIONAL PROVISIONS attached hereto and incorporated herein by reference, if during the term of this Agreement an executive director, program director, supervisory position or any paid program staff under this Agreement becomes vacant, Contractor shall notify the OAPP Director in writing prior to filling said vacancy.

9. STAFF TRAINING:

A. Contractor shall conduct ongoing appropriate staff training as described in Exhibits A-1, and A-2, Scopes of Work, attached hereto and incorporated herein by reference.

B. Contractor shall maintain documentation of staff training to include, but, not limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

C. Contractor shall document training activities in monthly report to OAPP. For the purposes of this Agreement, training documentation shall include, but not be limited to: 1) date, time, and location of staff training; 2) training topic(s); and 3) name of attendees.

10. REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto, Contractor shall submit the following report(s):

A. Monthly Report: Contractor shall submit to OAPP a monthly report together with an invoice no later than thirty (30) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by OAPP.

B. Semi-Annual: Contractor shall submit to OAPP a semi-annual report within the time period as directed for each six month period. Semi-annual reports shall include all the required information and be completed in the correct format.

C. Annual Report: Contractor shall submit to OAPP an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.

11. ANNUAL TUBERCULOSIS SCREENING FOR STAFF: Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of

tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit C, "Guidelines for Staff Tuberculosis Screening", Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

12. QUALITY MANAGEMENT: Contractor shall develop and submit to OAPP within ninety (90) days of the execution of this Agreement its written Quality Management (QM) Plan. The plan shall include the following components:

A. Quality Management Committee: The purpose of a Quality Management Committee is to develop or review the agency's QM Plan and make recommendations for the improvement of services. The Committee shall consist of persons representative of the program and agency such as clients, volunteers, program staff, management, consultants and others (e.g., staff from other community-based organizations). The project coordinator for each contract must be included as a Committee member. Committee membership shall be described by

name, title or role, and the constituency represented, i.e., staff, management, and client. The Contractor shall review the Committee recommendations and ensure recommendations are appropriately implemented.

Meetings of the Quality Management Committee shall be conducted a minimum of every three (3) months. Contractor shall keep documentation of Committee activities through meeting minutes and reports to agency management.

Documentation shall be kept on file and available for OAPP review upon request.

A separate Committee need not be created if the contracted program has an established advisory committee or the like, so long as its composition and activities conform to the criteria described in this Agreement.

B. Written Policies and Procedures: A QM Plan shall include written policies and procedures describing essential program activities. Policies and procedures shall be based on community and professional standards of care specific to prevention services. The QM Plan shall describe how staff will be trained and monitored to ensure that policies and procedures are effectively implemented. The QM Plan shall describe the process and indicators to be used to review and

modify policies and procedures in order to improve the quality of services.

C. Client Feedback: A QM Plan shall include a mechanism for obtaining feedback from program participants regarding program effectiveness, accessibility and client satisfaction. The QM Plan shall describe the method(s) to be used for client feedback, e.g., satisfaction surveys, focus groups, or interviews. The QM Plan shall describe how client feedback data will be managed, analyzed, reported and used to make improvements to the program.

D. Program Staff Evaluation: A plan for staff evaluation shall include: description of the minimum qualifications for each program staff position; description of how each staff person is trained and developed and; description of the methods, including instruments, to be used to monitor staff performance.

E. Measurable Program Quality Indicators: Measurable quality indicators are intended to address the questions of how well and how effectively services are being provided. By developing a set of indicators specific to each program, establishing a measurable minimum standard for each indicator, and conducting an assessment on the extent to

which the indicator is met, the Contractor shall assess the quality of service delivery. A plan of corrective action shall be developed to address any program quality deficiency or to improve on the established effectiveness demonstrated by each indicator. Quality indicators shall be based on key activities described in the SERVICES TO BE PROVIDED and ADDITIONAL SERVICE REQUIREMENTS Paragraph of this Exhibit. The QM Plan for prevention services shall include the following measurable program and/or services indicators (AS APPLICABLE PER THIS AGREEMENT):

(1) Process Indicators:

(a) 100 faith-based leaders and/or members of faith-based communities will participate in a HIV/AIDS Ministry Development Training.

(b) 100% of the resources listed in the HIV/AIDS Faith Directories for African-American and Latino Faith Communities will be reviewed and assessed for modifications.

(2) Outcome Indicators:

(a) 80% of training participant will report an overall increase in HIV/AIDS knowledge and sensitivity.

(b) The HIV/AIDS Resource Directories for African-American and/or Latino Faith Based Communities will be updated semi-annually (twice a year).

F. Quality Assessment and Improvement Reports: The QM Plan shall include two (2) reports, signed by the Executive Director, and made available to the OAPP Program Manager at the time of monitoring review or upon request by County:

(1) Mid-Year Report documenting the results of QM Plan functions, including the following: QM Committee activities, including those in attendance, agenda items discussed, and policy and procedure change recommendations to agency for improvement of services; results and analysis of data collected from client feedback methods and staff evaluations; plan of corrective action resulting from the assessment of the Measurable Program Quality Indicators.

(2) Year-end Report documenting QM Committee activities and the implementation of the plan of corrective action as approved by OAPP.

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13. EVALUATION:

A. Contractor shall develop and submit to OAPP within ninety (90) days of the execution of this Agreement its evaluation plan of HIV/AIDS Faith-Based Prevention services. The evaluation plan shall be consistent with the CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) as it currently exist or as it is modified in the future.

B. Contractor shall submit process data consistent with the types of data required by the CDC (Example forms to summarize process data located in Volume 2, Chapter 4 of Evaluating CDC-funded Health Department HIV Prevention Programs), as directed by OAPP.

C. OAPP shall provide Contractor with CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) and forms, no later than thirty (30) days following full execution of this Agreement.

D. Contractor shall submit to OAPP the required data and information no later than thirty (30) days after the end of each calendar month. The required data and information shall



be submitted in accordance with the CDC Evaluation Guidance and forms, as provided by OAPP.

E. OAPP shall provide written notification to Contractor of any revisions or modifications to CDC Evaluation Guidance Evaluating CDC-funded Health Department HIV Prevention Programs, Volumes 1 and 2, (1999) and forms within ten (10) working days of OAPP's receipt of such revisions or modifications.

F. Contractor shall participate in the OAPP-managed development of a uniform data collection system for prevention evaluation as directed by OAPP.

SCHEDULE 1

PALMS RESIDENTIAL CARE FACILITY  
(R.E.A.C.H.)

HIV/AIDS FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN  
AND LATINO COMMUNITIES OF FAITH

TARGET POPULATION: AFRICAN-AMERICAN COMMUNITIES OF FAITH

SERVICE PLANNING AREAS 6 AND 8

	<u>Budget Period</u> Date of Board Approval through <u>December 31, 2004</u>
Salaries	\$ 9,750
Employee Benefits	<u>2,257</u>
Total Personnel and Employee Benefits	\$ 12,007
Operating Expenses	\$ 39,573
Capital Expenditures	\$ -0-
Other Costs	\$110,920
Indirect Costs	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$162,500

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

SCHEDULE 2

PALMS RESIDENTIAL CARE FACILITY  
(R.E.A.C.H.)

HIV/AIDS FAITH-BASED PREVENTION INITIATIVE FOR AFRICAN-AMERICAN  
AND LATINO COMMUNITIES OF FAITH

TARGET POPULATION: AFRICAN-AMERICAN COMMUNITIES OF FAITH

SERVICE PLANNING AREAS 6 AND 8

	<u>Budget Period</u>
	January 1, 2005 through <u>December 31, 2005</u>
Salaries	\$ 9,000
Employee Benefits	<u>2,084</u>
Total Personnel and Employee Benefits	\$ 11,084
Operating Expenses	\$ 35,916
Capital Expenditures	\$ -0-
Other Costs	\$103,000
Indirect Costs	<u>\$ -0-</u>
TOTAL PROGRAM BUDGET	\$150,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses.

EXHIBIT A-1  
SCOPE OF WORK

Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

at No. 1: To empower and mobilize faith-based organizations to address HIV/AIDS in African American communities within Service Planning Area 6 and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 12/31/04, a minimum of 75 churches identified in the Faith-to-Faith Directory of HIV/AIDS Ministries will participate in an follow-up assessment interview.	1.1 Develop interview protocol, resource files, MOU, encounter logs, technical assistance database, forms, informational materials for distribution. Submit to Office of AIDS Programs and Policy (OAPP) for approval. 1.2 Schedule assessment interviews and maintain calendar of sites, dates, and times. 1.3 Conduct follow-up assessment interviews and maintain encounter logs including but not limited to: sites, dates, number of individuals contacted, demographic information, and material presented.	By 3/1/04  DBA* and ongoing DBA* and ongoing	1.1 Letter(s) of OAPP approval and material will be kept on file. 1.2 Documents will be kept on file and submitted with monthly reports to OAPP. 1.3 Documents will be kept on file and activity progress documented in monthly reports to OAPP.
1A.0 By 12/31/04, a minimum of 5 Faith Leaders identified from the follow-up needs assessment interview will be recruited to participate in the African-American Faith-Based Community Advisory Board meetings.  CAB meetings are led by BaumanCurry and Co.	1A.1 Recruit African-American Faith-Based Community Advisory Board members (ministers and priest only). 1A.2 Administer recruitment/interest form. Analyze results and submit data to OAPP. Refer to BaumanCurry & Co for oversight and implementation.	DBA* and ongoing DBA* and ongoing	1A.1 Documents will be kept on file and activity progress documented in monthly reports to OAPP. 1A.2 Completed materials will be kept in client chart and results documented in monthly reports to OAPP.
2.0 By 12/31/04, a minimum of 30 churches identified in the Faith to Faith Resource Directory will attend a 3-hour HIV/AIDS Ministry Development Training.  Ministry Development Training are in collaboration with BaumanCurry & Co.	2.1 Develop participation/agreement forms, technical assistance protocol, and training curricula, visual aids in collaboration with the BaumanCurry & Co. Curriculum topics to include, but not be limited to: HIV/AIDS facts, misconceptions, transmission, sexuality, drug use, risk reduction behaviors, skills building techniques. Maintain list of individuals/churches participating in the training session. 2.2 Schedule trainings and maintain calendar of sites, dates, and times. 2.3 Administer participation/agreement forms, analyze results and submit data to OAPP. 2.4 Conduct training with project partners, maintain sign-in sheets.	DBA* and ongoing DBA* and ongoing DBA* and ongoing	2.1 Letter(s) of OAPP approval and materials will be kept on file. 2.2 Documents will be kept on file and submitted with monthly reports to OAPP. 2.3 Completed materials will be kept on file and data summary will be included in monthly reports to OAPP. 2.4 Documents will be kept on file and submitted with monthly reports to OAPP.

EXHIBIT A-1  
SCOPE OF WORK

Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of Implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be unmet as specified.

1) No. 1: To empower and mobilize faith-based organizations to address HIV/AIDS in African American communities within Service Planning Area 6 and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
2A.0 By 12/31/04, a minimum of 20 churches or church representatives that participated in the HIV/AIDS Ministry Development Training will participate in an individualized technical assistance session with REACH/Free-n-one program staff.	2A.1 Schedule individual technical assistance sessions with program staff, maintain calendar of sites, dates and times. 2A.2 Conduct technical assistance sessions, maintain sign-in sheets and topics discussed.	By 2/1/04  DBA* and ongoing	2A.1 Letter(s) of OAPP approval and materials will be kept on file. 2A.2 Documents will be kept on file and submitted with monthly reports to OAPP.
2B.0 By 12/31/04, a minimum of 15 churches or church representatives that participated in an individual technical assistance session will commit to integrating HIV/AIDS education/ministry in their church community.	2B.1 Administer commitment forms, analyze results and submit data to OAPP.	DBA* and ongoing	2B.1 Documents will be kept on file and activity progress will be documented in monthly reports to OAPP.
2C.0 By 12/31/04, a minimum of 10 churches/church representative will have completed an 1 year action plan to increase program impact and sustainability.	2C.1 Administer action plan form, analyze results and submit data to OAPP.	DBA* and ongoing	2C.1 Completed materials will be kept on file and results documented in monthly reports to OAPP.
3.0 By 12/31/04, a minimum of 20 churches/church representatives that participated in the HIV/AIDS Ministry Development training will participate in the REACH Church to Church Partnership Program.	3.1 Develop church to church partnership program protocol, participant list, church resource list, and criteria referral list. Submit to OAPP for approval. 3.2 Identify churches to participate and document on participant list, analyze results and submit data to OAPP.	By 2/1/04  DBA* and ongoing	3.1 Letter(s) of OAPP approval and materials will be kept on file. 3.2 Completed materials will be kept on file and results documented in monthly reports to OAPP.
3A.0 By 12/31/04, a minimum of 20 churches/church representatives that participated in the Church to Church Partnership program will attend at least one Community Based Organization (CBO) Referral Workshop.	3A.1 Develop workshop curricula and forms in collaboration with project partners (BC&Wall) Submit to OAPP for approval. 3A.2 Scheduling and implementation will take place in collaboration with project partners.	By 3/1/04  DBA* and ongoing	3A.1 Letter(s) of OAPP approval and materials will be kept on file 3A.2 Documents will be kept on file and activity progress will be documented in monthly reports to OAPP.
3B.0 By 12/31/04, a minimum of 10 churches/church representatives will commit to making referrals to a CAB approved CBO.	3B.1 Administer commitment forms and CAB approved CBO list. Analyze results and submit data to OAPP.	DBA* and ongoing	

EXHIBIT A-1  
SCOPE OF WORK

The Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To empower and mobilize faith-based organizations to address HIV/AIDS in African American communities within Service Planning Area 6 and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
4.0 By 12/31/04, a minimum of 4 strategic planning meetings will be conducted with the Wall Las Memorias and BaumanCurry and Co.	4.1 Develop planning meetings, agendas, goals and objectives, and progress summaries with other project members(Wall & BC). Submit to OAPP for approval. 4.2 Schedule planning meetings and maintain calendar of schedule, dates, and times. 4.3 Conduct strategic planning meetings and maintain agenda and sign-in sheet.	By 3/1/04 and ongoing  DBA* and ongoing DBA* and ongoing	4.1 Letter(s) of OAPP approval and materials will be kept on file. 4.2 Completed materials will be kept on file and results documented in monthly reports to OAPP. 4.3 Completed materials will be kept in client chart and results documented in monthly reports to OAPP.
5.0 By 12/31/04, Program staff will review the Faith to Faith Resource Directory for ongoing updates.  Updates will occur quarterly. March 2004 June 2004 September 2004 December 2004	5.1 Update directory quarterly, maintain documentation of new/updated church programs. Analyze results and submit data to OAPP. 5.2 Provide updates to BaumanCurry & Co. for supplements to the "Healing Begins Here Guidebook".	4/1/04 and ongoing 4/1/04 and ongoing	5.1 Completed materials will be kept on file and results documented in monthly reports to OAPP. 5.2 Completed materials will be kept on file and results documented in monthly reports to OAPP.

EXHIBIT A-2  
SCOPE OF WORK

Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

il No. 1: To empower and mobilize faith-based organizations to address HIV/AIDS in African American communities within Service Planning Area 6 and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1.0 By 12/31/05, 30 unduplicated faith-based organizations/churches will participate in an needs assessment interview.	1.1 Review and revise, as needed, interview protocol, resource files, MOU, encounter logs, technical assistance database, forms, informational materials for distribution. Submit to Office of AIDS Programs and Policy (OAPP) for approval. 1.2 Schedule assessment interviews and maintain calendar of sites, dates, and times. 1.3 Conduct follow-up assessment interviews and maintain encounter logs including but not limited to: sites, dates, number of individuals contacted, demographic information, and material presented.	By 2/1/05  1/1/05 and ongoing 1/1/05 and ongoing	1.1 Letter(s) of OAPP approval and material will be kept on file. 1.2 Documents will be kept on file and submitted with monthly reports to OAPP. 1.3 Documents will be kept on file and activity progress documented in monthly reports to OAPP.
2.0 By 12/31/05, a minimum of 30 unduplicated churches/church representatives will attend a 3-hour HIV/AIDS Ministry Development Training  Ministry Development Training are in collaboration with BaumanCury & Co.	2.1 Review and revise, as needed, referral form participation/agreement forms and technical assistance protocol, and action plan forms. Maintain list of individuals/churches participating in the consortium. Submit to OAPP for approval. Curriculum topics to include, but not be limited to: HIV/AIDS facts, misconceptions, transmission, sexuality, drug use, risk reduction behaviors, skills building techniques. Maintain list of individuals/churches participating in the training session. 2.2 Schedule ministry development training, maintain calendar of sites, dates, and times. 2.3 Administer participation/agreement forms, analyze results and submit data to OAPP. 2.4 Conduct training with project partners, maintain sign-in sheets.	By 2/1/05  1/1/05 and ongoing 1/1/05 and ongoing 1/1/05 and ongoing	2.1 Letter(s) of OAPP approval and materials will be kept on file. 2.2 Documents will be kept on file and submitted with monthly reports to OAPP. 2.3 Completed materials will be kept on file and data summary will be included in monthly reports to OAPP. 2.4 Documents will be kept on file and submitted with monthly reports to OAPP.

EXHIBIT A-2  
SCOPE OF WORK

Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be implemented as specified.

I No. 1: To empower and mobilize faith-based organizations to address HIV/AIDS in African American communities within Service Planning Area 6 and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
1A.0 By 12/31/05, a minimum of 20 churches or church representatives that participated in the HIV/AIDS Ministry Development Training will participate in an individualized technical assistance session with REACH/Free-n-one program staff.	2A.1 Schedule individual technical assistance sessions with program staff, maintain calendar of sites, dates and times. 2A.2 Conduct technical assistance sessions, maintain sign-in sheets and topics discussed.	1/1/05 and ongoing 1/1/05 and ongoing	2A.1 Letter(s) of OAPP approval and materials will be kept on file. 2A.2 Documents will be kept on file and submitted with monthly reports to OAPP.
2B.0 By 12/31/05, a minimum of 15 churches or church representatives that participated in an individual technical assistance session will commit to integrating HIV/AIDS education/ministry in their church community.	2B.1 Administer action plan form, analyze results and submit data to OAPP.	1/1/05 and ongoing	2B.1 Documents will be kept on file and activity progress will be documented in monthly reports to OAPP.
3.0 By 12/31/05, a minimum of 10 churches/church representatives that participated in the HIV/AIDS Ministry Development training will participate in the REACH Church to Church Partnership Program.	3.1 Review and revise, as needed, partnership program protocol, participant list, church resource list, and criteria referral list. Submit to OAPP for approval. 3.2 Identify churches to participate and document on participant list, analyze results and submit data to OAPP.	By 2/1/05 1/1/05 and ongoing	3.1 Letter(s) of OAPP approval and materials will be kept on file. 3.2 Completed materials will be kept on file and results documented in monthly reports to OAPP.
3A.0 By 12/31/04, a minimum of 20 churches/church representatives that participated in the Church to Church Partnership program will attend at least one Community Based Organization Referral Workshop.	3A.1 Develop workshop curricula and forms in collaboration with project partners (BC&Wall) Submit to OAPP for approval. 3A.2 Scheduling and implementation will take place in collaboration with project partners.	By 2/1/05 1/1/05 and ongoing	3A.1 Letter(s) of OAPP approval and materials will be kept on file. 3A.2 Documents will be kept on file and submitted with monthly reports to OAPP.
4.0 By 12/31/05, a minimum of 100 unduplicated Faith Based leaders will participate in at least one community wide outreach event.  Community-Wide Outreach Event- Designed to recruit new faith organizations to participate in the HIV/AIDS faith consortium.	4.1 Review and revise, as needed, community wide outreach event program and schedule. Submit to OAPP for approval. 4.2 Schedule community-wide event and maintain calendar of schedule, dates, and times. 4.3 Conduct community-wide event and maintain agenda and sign-in sheet of participants.	1/1/05 and ongoing 1/1/05 and ongoing 1/1/05 and ongoing	4.1 Letter(s) of OAPP approval and materials will be kept on file. 4.2 Documents materials will be kept on file and results documented in monthly reports to OAPP. 4.3 Documents will be kept in client chart and results documented in monthly reports to OAPP.



EXHIBIT A-2  
SCOPE OF WORK

Contractor shall achieve the following goals and objectives. Objectives are achieved by following the work plan, composed of implementation and evaluation activities. Activities are to be completed according to the stated timelines and are to be documented as specified.

Goal No. 1: To empower and mobilize faith-based organizations to address HIV/AIDS in African American communities within Service Planning Area 6 and 8 of Los Angeles County.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
5.0 By 12/31/05, a minimum of 25 copies of the Faith to Faith Resource Directory will be provided to OAPP.	5.1 Review and revise resource directory using data from needs assessment and ongoing contacts with churches. Submit to OAPP for approval before final printing. 5.2 Print 25 copies of resource directory and submit to OAPP. Maintain original file for continued distribution to faith-based communities and/or requests made by OAPP. Maintain distribution log.	1/1/05 and ongoing By 12/31/05	5.1 Letter(s) of OAPP approval and materials will be kept on file. 5.2 Documents will be kept on file and activity progress documented in monthly reports to OAPP.
6.0 By 12/31/05, a presentation will be prepared on "lessons learned from the field" and presented to the Prevention Planning Committee (PPC).	6.1 Review outcome data, lessons learned and findings, submit draft report to OAPP for approval. 6.2 Schedule presentation with OAPP and PPC Executive Subcommittee. Maintain calendar of date and time. 6.3 Conduct presentation at PPC and maintain copy of presentation and agenda. Analyze results and report to OAPP.	By 12/31/05 By 7/1/05 By 12/31/05	6.1 Documents will be kept on file and activity progress documented in monthly reports to OAPP. 6.2 Documents will be kept on file and activity progress documented in monthly reports to OAPP. 6.3 Documents will be kept on file and activity progress documented in monthly reports to OAPP.

LMS-SOW04-05

Date of Board Approval

## EXHIBIT B

### CONTENT OF AIDS-RELATED WRITTEN MATERIALS, PICTORIALS, AUDIOVISUALS, QUESTIONNAIRES, SURVEY INSTRUMENTS, AND EDUCATIONAL SESSIONS IN CENTERS FOR DISEASE CONTROL ASSISTANCE PROGRAMS Interim Revisions June 1992

#### 1. Basic Principles

Controlling the spread of HIV infection and AIDS requires the promotion of individual behaviors that eliminate or reduce the risk of acquiring and spreading the virus. Messages must be provided to the public that emphasize the ways by which individuals can fully protect themselves from acquiring the virus. These methods include abstinence from the illegal use of IV drugs and from sexual intercourse except in a mutually monogamous relationship with an uninfected partner. For those individuals who do not or cannot cease risky behavior, methods of reducing their risk of acquiring or spreading the virus must also be communicated. Such messages can be controversial. These principles are intended to provide guidance for the development and use of educational materials, and to require the establishment of Program Review Panels to consider the appropriateness of messages designed to communicate with various groups.

- a. Written materials (e.g., pamphlets, brochures, fliers), audiovisual materials, (e.g., motion pictures and video tapes, and pictorials (e.g., posters and similar educational materials using photographs, slides,

drawings, or paintings) should use terms, descriptors, or displays necessary for the intended audience to understand dangerous behaviors and explain less risky practices concerning HIV transmission.

- b. Written materials, audiovisual materials, and pictorials should be reviewed by Program Review Panels consistent with the provisions of Section 2500(b), (c), and (d) of the Public Health Service Act, 42 U.S.C. Section 300ee(b), (c), and (d), as follows:

"SEC. 2500. USE OF FUNDS.

- (b) CONTENTS OF PROGRAMS.- All programs of education and information receiving funds under this title shall include information about the harmful effects of promiscuous sexual activity and intravenous substance abuse, and the benefits of abstaining from such activities.
- (c) LIMITATIONS.- None of the funds appropriated to carry out this title may be used to provide education or information designed to promote or encourage, directly, homosexual or heterosexual activity or intravenous substance abuse.
- (d) CONSTRUCTION.- Subsection (c) may not be construed to restrict the ability of an education program that includes the information required in subsection (b) to provide accurate information about various means to reduce an individual's risk

of exposure to, or the transmission of, the etiologic agent for acquired immune deficiency syndrome, provided that any informational materials used are not obscene."

- c. Educational sessions should not include activities in which attendees participate in sexually suggestive physical contact or actual sexual practices.
- d. Messages provided to young people in schools and in other settings should be guided by the principles contained in "Guidelines for Effective School Health Education to Prevent the Spread of AIDS" (MMWR 1988;37 [suppl. no. S-2]).

2. Program Review Panel

- a. Each recipient will be required to establish or identify a Program Review Panel to review and approve all written materials, pictorials, and proposed educational group session activities to be used under the project plan. This requirement applies regardless of whether the applicant plans to conduct the total program activities or plans to have part of them conducted through other organization(s) and whether program activities involve creating unique materials or using/distributing modified or intact materials already developed by others. Whenever feasible, CDC funded community-based organizations are encouraged to use a Program Review Panel established by a health department

or an other CDC-funded organization rather than establish their own panel. The Surgeon General's Report on Acquired Immune Deficiency Syndrome (October 1986) and CDC-developed materials do not need to be reviewed by the panel unless such review is deemed appropriate by the recipient. Members of a Program Review Panel should:

- (1) Understand how HIV is and is not transmitted; and
- (2) Understand the epidemiology and extent of the HIV/AIDS problem in the local population and the specific audiences for which materials are intended.

b. The Program Review Panel will be guided by the CDC Basic Principles (in the previous section) in conducting such reviews. The panel is authorized to review materials only and is not empowered either to evaluate the proposal as a whole or to replace any other internal review panel or procedure of the recipient organization or local governmental jurisdiction.

c. Applicants for CDC assistance will be required to include in their applications the following:

- (1) Identification of a panel of no less than five persons which represent a reasonable cross-section of the general population. Since Program Review Panels review materials for many intended

audiences, no single intended audience shall predominate the composition of the Program Review Panel, except as provided in subsection (d) below.

In addition:

- (a) Panels which review materials intended for a specific audience should draw upon the expertise of individuals who can represent cultural sensitivities and language of the intended audience either through representation on the panels or as consultants to the panels.
- (b) The composition of Program Review Panels, except for panels reviewing materials for school-based populations, must include an employee of a state or local health department with appropriate expertise in the area under consideration who is designated by the health department to represent the department on the panel. If such an employee is not available, an individual with appropriate expertise, designated by the health department to represent the agency in this matter, must serve as a member of the panel.
- (c) Panels which review materials for use with school-based populations should include

representatives of groups such as teachers, school administrators, parents, and students.

(d) Panels reviewing materials intended for racial and ethnic minority populations must comply with the terms of (a), (b), and (c), above. However, membership of the Program Review Panel may be drawn predominately from such racial and ethnic populations.

(2) A letter or memorandum from the proposed project director, countersigned by a responsible business official, which includes:

(a) Concurrence with this guidance and assurance that its provisions will be observed;

(b) The identity of proposed members of the Program Review Panel, including their names, occupations, and any organizational affiliations that were considered in their selection for the panel.

d. CDC-funded organizations that undertake program plans in other than school-based populations which are national, regional (multistate), or statewide in scope, or that plan to distribute materials as described above to other organizations on a national, regional, or statewide basis, must establish a single Program Review Panel to fulfill this requirement. Such national/regional/state panels must include as a member

an employee of a state or local health department, or an appropriate designated representative of such department, consistent with the provisions of Section 2.c.(1). Materials reviewed by such a single (national, regional, or state) Program Review Panel do not need to be reviewed locally unless such review is deemed appropriate by the local organization planning to use or distribute the materials. Such national/regional/state organization must adopt a national/regional/statewide standard when applying Basic Principles 1.a and 1.b.

- e. When a cooperative agreement/grant is awarded, the recipient will:
- (1) Convene the Program Review Panel and present for its assessment copies of written materials, pictorials, and audiovisuals proposed to be used;
  - (2) Provide for assessment by the Program Review Panel text, scripts, or detailed descriptions for written materials, pictorials, or audiovisuals which are under development;
  - (3) Prior to expenditures of funds related to the ultimate program use of these materials, assure that its project files contain a statement(s) signed by the Program Review Panel specifying the vote for approval or disapproval for each proposed item submitted to the panel; and



- (4) Provide to CDC in regular progress reports signed statement(s) of the chairperson of the Program Review Panel specifying the vote for approval or disapproval for each proposed item that is subject to this guidance.

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## EXHIBIT C

### GUIDELINES FOR STAFF TUBERCULOSIS SCREENING

#### INTRODUCTION

Tuberculosis (TB) is a contagious infection of humans transmitted largely by airborne particles containing the TB bacillus, Mycobacterium tuberculosis, produced by a person with the active disease and inhaled into the lungs of a susceptible individual. Infected individuals have a relatively low overall risk (10%) of developing active disease unless they have one of several host deficiencies which may increase this risk. Today, infection with the human immunodeficiency virus (HIV) presents the greatest risk of developing active tuberculosis disease following infection with the TB bacillus. Preventing transmission of tuberculosis and protecting the health of clients, patients, or residents and employees, consultants, and volunteers of HIV/AIDS service providers is the major goal of these guidelines.

These guidelines are based on the current recommendations of the federal Centers for Disease Control (CDC), State Department of Health Services (Tuberculosis Control Program and Office of AIDS), and were developed collaboratively by Los Angeles County - Department of Health Services, Tuberculosis Control Office and AIDS Programs.

#### POLICY

Agencies with which County contracts to provide HIV/AIDS services in non-clinical settings shall obtain and maintain documentation of TB screening for each employee, consultant, and volunteer. Only persons who have been medically certified as being free from communicable TB shall be allowed to provide HIV/AIDS services.

#### IMPLEMENTATION GUIDELINES

- I. All employees, consultants, and volunteers working for an agency providing services to persons with HIV disease or AIDS **and** who have routine, direct contact with clients, patients, or residents shall be screened for TB at the beginning date of employment or prior to commencement of service provision and annually thereafter.
  - A. If an employee, consultant, or volunteer has completed TB screening with his or her own health care provider within six months **of the beginning date of employment**, the Contractor may accept certification from that provider that the individual is free from active TB.
  - B. For purposes of these guidelines, "volunteer" shall mean any non-paid person providing services either directly for clients, patients, or residents or as part of general duties such as housekeeping and meal preparation **and** these services are

provided by such individual more frequently than one day a week and/or longer than one month duration.

- II. Contractor shall be provided documentation by its new employees, consultants, and volunteers proof that they have completed the initial and annual TB screenings. The documentation may include the negative results of a Mantoux tuberculin skin test or certification from a physician/radiologist that an individual is free from active TB. This information shall be held confidential.
  - A. At the time of employment or prior to commencement of service provision, all employees, consultants, and volunteers shall submit to Contractor the results of a Mantoux tuberculin skin test recorded in millimeters of induration.
    - 1. If the tuberculin skin test is positive, the individual must be examined by a physician, obtain a baseline chest x-ray, and submit a physician's written statement that he or she is free from communicable TB.
    - 2. A person who provides written documentation in millimeters of induration of a prior positive tuberculin skin test need not obtain a pre-employment tuberculin skin test, but is required to obtain a chest x-ray result and submit a physician's statement that he or she does not have communicable TB.
  - B. At least annually or more frequently (as determined by TB Risk Assessment), each employee, consultant, and volunteer with a previously negative tuberculin skin test shall obtain another Mantoux tuberculin skin test and submit to Contractor the results of such test recorded in millimeters of induration.
    - 1. If this annual tuberculin test is newly positive, the person must have a baseline chest x-ray and submit a physician's written statement that he or she is free from communicable TB.
    - 2. Persons with a documented history of a positive tuberculin skin test and a negative chest x-ray shall be exempt from further screening unless they develop symptoms suggestive of TB. Persons with a history of TB or a positive tuberculin test are at risk for TB in the future and should promptly report to their employer any pulmonary symptoms. If symptoms of TB develop, the person should be excused from further service provision and medically evaluated immediately.
  - C. Contractor shall consult with Los Angeles County - Department of Health Services, Tuberculosis Control Office if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.

- D. Contractor whose agency or facility are in the jurisdictions of the City of Long Beach Health Department or the City of Pasadena Health Department shall consult with their local health department if any employee, consultant, or volunteer is shown to have converted from a negative tuberculin skin test to a positive tuberculin skin test while working or residing in its facility.
- III. Contractor shall maintain the following TB screening documentation for each employee, consultant, and volunteer in a confidential manner:
- A. The results of the Mantoux tuberculin skin test, baseline chest x-ray (if required), and physician certification that the person is free from communicable TB obtained at the time of employment or prior to service provision;
  - B. The results of the annual Mantoux tuberculin skin test or physician certification that the person does not have communicable TB; and
  - C. The date and manner in which the County Tuberculosis Control Office, City of Long Beach Health Department, or City of Pasadena Health Department was notified of the following:
    - 1. Change in the tuberculin skin test from negative to positive;
    - 2. Person who is known or suspected to have a current diagnosis of TB; and
    - 3. Person who is known to be taking TB medications for treatment of disease only.
  - D. Contractor shall develop and implement a system to track the dates on which the initial and annual tuberculin skin test results or physician certifications for each employee, consultant, and volunteer are due and received. The system shall include procedures for notifying individuals when the results of their TB screening are due.
- IV. Contractor is responsible for implementing an organized and systematic plan for ongoing education for its employees, consultants, and volunteers about the following:
- A. The risks of becoming infected and transmitting TB when a person has HIV disease or AIDS.
  - B. The early signs and symptoms of TB which may indicate an individual should be seen by his or her physician.
  - C. Ways to prevent the transmission of TB within the facility and to protect clients, patients, or residents and employees, consultants, and volunteers.

- D. The information that Contractor is required to report to the local health department.
- V. Contractor may consult with the Los Angeles County - Department of Health Services, Tuberculosis Control Office at (213) 744-6151 to enlist their assistance in implementing the educational program. Those Contractors with agencies or facilities in Long Beach or Pasadena may consult with their local health department for such assistance.

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ADDITIONAL PROVISIONS

DEPARTMENT OF HEALTH SERVICES

OFFICE OF AIDS PROGRAMS AND POLICY SERVICES AGREEMENT

## ADDITIONAL PROVISIONS

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## ADDITIONAL PROVISIONS

1. ADMINISTRATION: County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Office of AIDS Programs and Policy ("OAPP"), Contracts and Grants Section, a statement executed by Contractor's duly constituted officers, containing the following information:

1. The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.

2. Articles of Incorporation and by-laws.

3. A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

4. A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies,

materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

5. If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to OAPP, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify OAPP in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES: Contractor shall not

discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of Federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the

Rehabilitation Act of 1973, Section 504, where Federal funds are involved, and the Americans with Disabilities Act.

Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Office of AIDS Programs and Policy's Director (hereafter collectively "OAPP Director"), for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures.

A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other Federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of Federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of Federal and State laws.

E. Contractor shall allow Federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require

in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability



including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor

any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director in writing, within thirty (30) calendar days, of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8. PAYMENT: County shall compensate Contractor for actual reimbursable net costs incurred by Contractor in performing services hereunder.

A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall clearly reflect all required information as specified on billing forms provided

by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within fifteen (15) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the schedule(s) attached hereto.

1. Payment for all services provided hereunder shall be limited to the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

2. No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted. To the extent that there have been lesser payments for services, the resultant savings may be used to pay for future monthly billings for services in excess of the maximum monthly payment.

B. County Audit Settlements:

(1) If an audit conducted by Federal, State, and/or County representatives finds that actual

reimbursable net costs for any services furnished hereunder are lower than the payments made thereof by County, and/or if it is determined by such audit that any payments made by County for a particular service is for costs which are not reimbursable pursuant to provisions of this Agreement, then the difference shall be repaid by Contractor.

(2) If within forty-five (45) calendar days of termination of the contract period, such audit finds that the allowable costs of services furnished hereunder are higher than the payments made by County, then the difference may be paid to Contractor.

C. In no event shall County be required to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts or grants.

D. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.

E. Prior authorization, in writing, shall be required to claim reimbursement for travel outside Los Angeles County

unless such expense is approved in the contract budget. Request for authorization shall be made in writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

F. Withholding Payment:

(1) Subject to the reporting and data requirements of this Agreement and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Agreement, or if such report or data is incomplete in accordance with requirements set forth in this Agreement. This withholding may be invoked for any succeeding month or months for reports or data not delivered in a complete and correct form for any given month.

(2) Subject to the provisions of the TERM and ADMINISTRATION Paragraphs of this Agreement, and the exhibits(s) attached hereto, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Agreement and has failed to correct such deficiency(ies). This withholding may be invoked for

any succeeding month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

4. Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such services is delivered to County.

5. In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by an audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).

F. Contractor agrees to reimburse County for any Federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.

9. RECORDS AND AUDITS:

A. Client/Patient Records: If clients/patients are treated hereunder, Contractor shall maintain adequate treatment records in accordance with all applicable Federal and State laws as they are now enacted or may hereafter be amended on each client/patient which shall include, but shall not be limited to, diagnostic studies, a record of client/patient interviews, progress notes, and a record of services provided by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services. Client/patient records shall be retained for a minimum of seven (7) years following the expiration or earlier termination of this Agreement, except that the records of unemancipated minors shall be kept at least one (1) year after such minor has reached the age of eighteen (18) years and in any case not less than seven (7) years, or until Federal, State, and/or County audit findings applicable to such services are resolved, whichever is later. Client/patient records shall be retained by Contractor at a location in Southern California and shall be made available at reasonable times to authorized representatives of Federal, State, and/or County governments during the term of this Agreement and during the period of record retention for the purpose of program review, financial evaluation, and/or fiscal audit. In addition to

the requirements set forth under this Paragraph, Contractor shall comply with any additional record requirements which may be included in the exhibits(s) attached hereto.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identify all designated donations, grants, and other revenues, including County, Federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.



(4) If clients/patients are treated hereunder, financial folders clearly documenting:

(a) Contractor's determination of clients'/patients' eligibility for Medi-Cal, medical insurance, and other coverage.

(b) Reasonable efforts to collect charges from the client/patient, his/her family, his/her insurance company, and responsible persons.

(5) If clients/patients are treated hereunder, individual client/patient account receivable ledgers indicating the type and amount of charges incurred and payments by source and service type shall be maintained.

(6) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total worktime on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(7) Personnel records which account for the total

worktime of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecard, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location in Southern California during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until Federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours to authorized representatives of Federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County, Contractor shall pay

County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the County's Department of Health Services ("DHS") - OAPP, Contracts and Grants Section, and County's Auditor Controller within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable Federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal

Office of Management and Budget ("OMB") Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's DHS - OAPP no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's workpapers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit workpapers shall be made available for review by Federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the

nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program/Fiscal Review: In the event County representatives conduct a program review or financial evaluation of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all financial records, medical records, program records, and any other records pertaining to services provided under this Agreement. Additionally, Contractor shall make its personnel, facilities, and medical protocols available for inspection at reasonable times by authorized representatives of County. Contractor shall be provided with a copy of any written program review or financial evaluation reports. Contractor shall have the opportunity to review County's program review and financial evaluation reports, and shall have thirty (30) calendar days after receipt of County's findings to review the results and to provide documentation to County to

resolve exceptions. If, at the end of the thirty (30) day period, there remain exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results thereafter shall be applied to the total County payments made to Contractor for all claims paid during the program review or financial evaluation period under review to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

10. REPORTS:

A. Contractor shall submit to County the following reports showing timely payment of employees' Federal and State income tax withholding:

(1) Within ten (10) calendar days of filing with the Federal or State government, a copy of the Federal and State quarterly income tax withholding return, Federal Form 941, and State Form DE-3 or their equivalent.

(2) Within ten (10) calendar days of each payment, a copy of a receipt for or other proof of payment of Federal and State employees' income tax

withholding whether such payments are made on a monthly or quarterly basis.

Required submission of the above quarterly and monthly reports by Contractor may be waived by Director based on Contractor's performance reflecting prompt and appropriate payment of obligations. Requirements of this Subparagraph A shall not apply to governmental agencies.

B. Contractor shall make other reports as required by Director concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

11. ANNUAL COST REPORT:

A. For each year, or portion thereof, that this Agreement is in effect, Contractor shall provide to County's DHS - OAPP one (1) original and one (1) copy of an annual cost report within forty-five (45) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles, cost report forms, and instructions provided by County.

B. If this Agreement is terminated prior to the close

of the contract period, the annual cost report shall be for that Agreement period which ends on the termination date. One (1) original and one (1) copy of such report shall be submitted within forty-five (45) calendar days after such termination date to County's DHS - OAPP.

C. The primary objective of the annual cost report shall be to provide County with actual factual financial and statistical data that serve as a basis for management analysis and reports.

D. If the Annual Cost Report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County.

12. PUBLIC ANNOUNCEMENTS, LITERATURE: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the OAPP Director prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Health Services, Office of AIDS Programs and Policy.



Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

13. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable Federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

14. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Services Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Services Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury

Services Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service served. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Paragraph, and as set forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation, or other entity, that has a contract with County, or a subcontract with a County contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-

standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Services Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "contractor", or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at

its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program. Attached hereto, as Attachment A is the required form "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form" to be completed by the Contractor.

(4) Contractor's violation of this Paragraph of the Agreement may constitute a material breach of this Agreement. In the event of such breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

15. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement:

If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided

under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

16. UNLAWFUL SOLICITATION: Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

17. PROHIBITION AGAINST DELEGATION AND ASSIGNMENT

A. Contractor shall not delegate its duties or assign its rights hereunder, either in whole or in part, without prior written consent of County. Any attempted delegation or assignment by Contractor without County consent shall be null and void. For purposes of this Paragraph, County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegate or assignee on any claim under this Agreement, absent County's consent, shall not be paid by County.

B. Shareholders or partners, or both, of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any persons, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof by County shall be required. Consent to any such transfer shall only be refused if County finds that the transferee is lacking in experience, capability, and financial ability to perform services. This in no way limits any County right found elsewhere in Agreement to terminate this Agreement.

18. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts shall be approved by County's OAPP Director or his/her authorized designee(s). Contractor's request to OAPP Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which must be approved in writing by OAPP Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of this Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibits(s) and schedule(s) attached hereto.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall



submit for review and approval to OAPP Director, a copy of the proposed subcontract instrument. With the OAPP Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

19. BOARD OF DIRECTORS: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of individuals as described in its by-laws; meet not less than required by the by-laws; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by Federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract-related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board

recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

20. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by Federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's DHS - OAPP at any time during the term of this Agreement.

21. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, regulations, rules, and directives, applicable to its performance hereunder, as they are now enacted or may hereafter be amended.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or

expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State, or local laws, ordinances, regulations, rules, or directives.

22. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without

limitation, identification of all persons implicated and complete description of all relevant circumstances.

23. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgement against it within thirty (30) calendar days of filing, County shall have the right to take immediate

possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports:

Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody:

Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact OAPP, Contracts and Grants Section, for instructions for

disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody:

Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

24. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with

all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

25. USE OF RECYCLED-CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

26. RETURN OF COUNTY MATERIALS: At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

27. STAFFING: Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title,

professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's OAPP Director. Contractor shall provide the above set forth required information to County's OAPP Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

28. TRAINING/STAFF DEVELOPMENT: Contractor shall institute and maintain a training/staff development program pertaining to those services described in the exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

29. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed,



to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

30. TERMINATION FOR INSOLVENCY, DEFAULT, IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate

this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due; whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within

the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Improper Considerations: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is

found that consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time-to-time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a ten (10) calendar days advance

written Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- (1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

- (2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final

settlement is reached under this Agreement, shall make available to County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder. All such books, records, documents, or other evidence, shall be retained by Contractor and made available to County upon Director's request in accordance with the provisions described under Paragraph 10, Records and Audits hereinabove, and/or within ten (10) calendar days, during County's normal business hours, to representatives of County for purposes of inspection and/or audit.

31. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, that County has, or intends to enter into, contracts with other providers of such services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in the Agreement.

32. COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County

determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

COST SHORT VERSION

33. REQUIREMENT TO NOTIFY EMPLOYEES ABOUT FEDERAL EARNED INCOME CREDIT ("EIC"): Contractor shall notify its employees, and shall require that each of its subcontractors notify its employees, to inform them that they may be eligible for claiming federal EIC as allowed under the federal income tax laws. Such notification shall be provided in accordance with the requirements as set forth in the Department of Treasury Internal Revenue Service's ("IRS") Notice 1015; copies of which, are available from the IRS Forms Distribution Center, by calling 1-(800)-829-3676.

34. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's CSSD a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of section 2.200.060 of the County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor's Principal Owners; (2) Contractor has fully complied with all



applicable State and federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by reference.

Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of

Supervisors may terminate this Agreement pursuant to the Termination for Default Paragraph of this Agreement.

C. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s ("Los Angeles'") Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. CSSD will supply Contractor with the poster to be used.

35. SAFELY SURRENDERED BABY LAW: In accordance with County's goal to encourage the safe surrender of an unwanted newborn(s) (i.e., a baby[ies] seventy-two [72] hours old or less) by a mother or person with lawful custody to a designated safe haven site (e.g., all hospitals with emergency rooms, County fire stations, County medical centers, etc.) without fear of litigation and to further ensure that no newborn baby is ever abandoned in Los Angeles County; Contractor shall agree to notify and provide to all of its officers, employees, and agents, information on the Safely Surrendered Baby Law (also known as the Newborn Abandonment Law or Safe Haven Law) and its implementation within Los Angeles County. Contractor shall request and obtain from Director information and notices for notifying its officers,

employees, and agents, on County's implementation of the Safely Surrendered Baby Law, as it now exists or may hereafter be amended, from time-to-time, but no less than on an annual basis.

36. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") PROGRAM OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN Program, who meet Contractor's minimum qualifications for the open position. The DPSS will refer GAIN participants by job category to the Contractor.

37. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

38. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE: Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

39. NOTICE OF DELAYS: Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

40. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

41. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

42. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residents of

the communities they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement..

43. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and

terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a

recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to County's Contractor Hearing Board, Contractor shall be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code.

44. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS shall make the determination to resolicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a

contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

45. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that the venue of any action (other than an appeal or an enforcement of a judgement) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor, which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be exclusively in the courts of the State of California located in Los Angeles County, California.

46. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.



47. SEVERABILITY: If any provisions of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

JR/11-20-03 AIDS (Faith-Based 3-agree)